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REMARKS

The undersigned thanks Examiner Brown for the interview conducted on July 28, 2005, where agreement was reached all rejections under 35 U.S.C. 112, 2nd paragraph were overcome, subject to the foregoing amendment and the following remarks.

Claims 1-66 were pending prior to amendment. Claims 1, 27, 48, and 49 have been amended to clarify the claimed subject matter. No new matter has been added. Claims 1-66 stand rejected under 35 U.S.C. 112, 2nd paragraph for allegedly being indefinite. Claims 1-22, 27-43, and 48-66 stand rejected under 35 U.S.C. 103(a) as allegedly being unpatentable over U.S. Patent No. 6,216,112 to Fuller et al. ("Fuller") in view of the non-patent literature, "Pushing the envelop with push technology" PC Magazine, September 23, 1997, Vol. 16, No. 16 P 245 to, W.R. Stanek ("Stanek"). Claims 23-26 and 44-47 stand rejected under 35 U.S.C. 103(a) as allegedly being unpatentable over Fuller in view of Stanek, and the non-patent literature, "Navigator 4.0", PC Week, July 8, 1996 ("Navigator"). Applicant respectfully traverses the rejections and their underlying rationale.

I. Rejections under 35 U.S.C. 112, 2nd paragraph

Claims 1-66 stand rejected under 35 U.S.C. 112, 2nd paragraph for allegedly being indefinite.

Claim 1 stands rejected as allegedly being indefinite in the recitation of "a first entity" in line 7. Per the interview agreement on July 28th, 2005, "entity" has been amended to read "user" to overcome the rejection. The specification supports allowing one participant to send a navlet to another participant to further encourage use of the navlet (page 11, lines 16-17; page 17, lines 3-5; page 37, line 17 – page 39, line 20; and page 43, lines 7-21).

Claims 1, 27, 48, and 49 stand rejected because the recitation of "a scrolling stream of dynamic pricing information" allegedly is indefinite. Per the interview agreement, the term "scrolling" has been removed to overcome the rejection. The specification clearly supports "a stream of dynamic pricing information" (page 18, lines 18-20; page 21, lines 3-5; and FIGS. 6-7). The claims also stand rejected as allegedly being indefinite in the recitation of "an interactive visual indication of a user attractive resource." Per the interview agreement, the examiner agrees to withdraw the rejection because the claim language would be clear to one of ordinary skill in

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the art, and the specification clearly defines the claim language at issue (page 14, lines 10-24; page 17, line 9 – page 19, line 14; and FIG. 4). In order to clarify antecedent basis for the phrase, specification has been amended to define “an interactive visual indication of a user attractive resource.” No new matter has been added.

Claims 27, 48, and 49 stand rejected for allegedly being indefinite for the recitation of “a plurality of sources of dynamic pricing information.” Per the interview agreement, the examiner agrees to withdraw these rejections because the claim language would be clear to one of ordinary skill in the art, and the specification defines the claim language (page 10, line 15 – 11, line 9; page 13, line 15 – page 14, lines 2; page 20, lines 4-10; and FIG. 2).

Claims 48 and 49 stand rejected for allegedly being indefinite for the recitation of “a user interface abstraction.” Per the interview agreement, the term, “abstraction” has been removed to overcome the rejection.

Applicant submits that all claims as presented comply with 35 U.S.C. 112.

II. Rejections under 35 U.S.C. 103(a)

Claims 1-22, 27-43, and 48-66 stand rejected under 35 U.S.C. 103(a) as allegedly being unpatentable over the combination of Fuller and Stanek.

Claim 1

Claim 1 is patentable over the combination of Fuller and Stanek at least because the office action fails to present a *prima facie* case of unpatentability. According the MPEP 2142, the initial burden is on the examiner to provide factual evidence to meet three basic criteria.

“To establish a *prima facie* case of obviousness, three basic criteria must be met. First, there must be some suggestion or motivation, either in the references themselves or in the knowledge generally available to one of ordinary skill in the art, to modify the reference or to combine reference teachings. Second, there must be a reasonable expectation of success. Finally, the prior art reference (or references when combined) must teach or suggest all the claim limitations. The teaching or suggestion to make the claimed combination and the reasonable expectation of success must both be found in the prior art, and not based on applicant's disclosure. *In re Vaeck*, 947 F.2d 488, 20 USPQ2d 1438 (Fed. Cir. 1991). See MPEP § 2143 - § 2143.03 for decisions pertinent to each of these criteria.

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The initial burden is on the examiner to provide some suggestion of the desirability of doing what the inventor has done. "To support the conclusion that the claimed invention is directed to obvious subject matter, either the references must expressly or impliedly suggest the claimed invention or the examiner must present a convincing line of reasoning as to why the artisan would have found the claimed invention to have been obvious in light of the teachings of the references." *Ex parte Clapp*, 227 USPQ 972, 973 (Bd. Pat. App. & Inter. 1985). See MPEP § 2144 - § 2144.09 for examples of reasoning supporting obviousness rejections."

Fuller does not teach each and every limitation of claim 1. For example, Fuller does not teach "a stream of dynamic pricing information collected from a plurality of sources on the computer network" as recited in claim 1. Rather, Fuller teaches embedding advertisement modules within software packages, which purportedly allows "the cost of the software package to be subsidized by advertisers and can be acquired without any cost to the computer user" (col. 5, lines 37-47). Fuller also does fails to disclose or suggest the desirability of providing "a stream of dynamic pricing information" as recited in claim 1. Fuller explicitly recites that "An advancement of the art is needed for distributing software program that insures equitable payment to the authors and distributors of said programs" (col. 2, lines 28-33). Therefore, Fuller is directed only to ensuring equitable payments for the software packages used by the user, and not a stream of dynamic pricing information. One of ordinary skill in the art would not find it obvious to include displaying "a stream of dynamic pricing information collected from a plurality of sources on the computer network" in the software packages of Fuller. In fact, the examiner correctly identifies Fuller as failing to teach "displaying pricing information using a ticker, and embedding incentive within the ticker display" (Office Action page 5, lines 1-3).

Fuller also does not teach or suggest "an interactive visual indication of a user-attractive resource available on the computer network, the user-attractive resource providing an incentive, independent of the dynamic pricing information, to use the modular computer program, wherein the interactive visual indication of the user-attractive resource is visually embedded within the stream of dynamic pricing information" as recited in claim 1. As stated above, Fuller does not teach displaying a stream of dynamic pricing information, and thus does not teach the interactive visual indication of user-attractive resource visually embedded within the stream of dynamic

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pricing information visually embedded within the stream of dynamic pricing information. In one embodiment, Fuller teaches requiring the user to respond to an interactive advertisement before being allowed to execute the software package (col. 15, lines 9-53). Therefore, advertisements themselves cannot be the incentive. In contrast, claim 1 recites providing an incentive to use the modular computer program. The office action alleges that Fuller provides incentives comprising "coupons, rewards (col. 15, lines 46-48), or interactive advertisements that allows users to access Internet merchants using the computer program interface" (co. 14, lines 56-65). Applicant fails to understand the relevance of this assertion. At best, Fuller teaches providing coupons and rebates as incentives to interact with the advertisement. A careful reading of the cited portions reveals that Fuller teaches "As an incentive, with this option, the advertisement software could postpone printing the coupon or rebate offer until the user answers all the questions in the survey or until the data accumulated in response to the survey is transmitted to a server" (col. 15, lines 46-53). Therefore, coupons and rebates provide the incentive only to finish the survey, but do not provide any incentive to use the modular program as required in claim 1.

Further, Fuller does not teach or suggest "communicating the subset of dynamic pricing information selected by the first entity to a second entity for display at a modular computer program that displays a stream of dynamic pricing information operated by the second entity" as recited in claim 1. The office action alleges that "Fuller teaches a first user downloading and accessing a computer program, and forwarding the computer program to a second user (col. 4, lines 31-38; col. 9, lines 54-56)." However, the computer program of fuller does not provide or include dynamic pricing information. Thus, Fuller's downloading and passing the computer program does not meet the limitation as recited in claim 1. As stated above, the office action correctly states that Fuller fails to teach displaying a stream of dynamic pricing information. Thus, Fuller does not teach the subset of dynamic pricing information as recited in claim 1.

The office action then relies upon Stanek, which allegedly teaches the missing limitations of claim 1. Applicant respectfully traverses. Stanek teaches content delivery via "Push" technology, wherein the contents may include news ticker and stock contents (page 2, ¶ 2-3 and 7). However, pushing stock content is not displaying a stream of dynamic pricing information. For example, Stanek teaches that the content information is displayed "as a screen saver that displays information when your PC is idle, as with AfterDark Online and PointCast" (page 2, ¶

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3), and according to Fuller, only Pointcast provides stock information (page 2, ¶ 7). Thus, stock information is not provided as a stream of dynamic pricing information as recited in claim 1. In addition, Stanek teaches that "Instead of delivering all of the sections such as finance and sports, your virtual newspaper sends you only channels of information to which you've subscribed" (page 2, ¶ 3). Thus, even if Stanek could arguendo display a stream of dynamic pricing information (which Stanek clearly does not teach), said information would not be displayed unless the user subscribes to the content. Therefore, the combination of Fuller and Stanek does not teach each and every limitation of claim 1.

In addition, the office action fails to provide factual evidence to suggest a desirability to combine Fuller and Stanek. Fuller teaches embedding advertisements in the software package in order to secure equitable payment for the software package. Stanek teaches pushing the subscribed content for delivery to the user. Clearly, Fuller and Stanek are not analogous art. In contrast to Fuller, Stanek does not teach including advertisements in software packages. The content delivery is not performed by including it in any software package to secure equitable payment for the software package. Thus, Stanek provides no desirability to combine the two references. The office action alleges that "Such a combination would provide Stanek's method with a larger selection of computer programs. Moreover, Stanek suggests the desirability of a streaming display of pricing information, such as stock quotes, in that Stanek teaches distributing financial information." (Office Action page 5, lines 10-13). Applicant respectfully traverses.

First, proving a larger selection of programs to Stanek is irrelevant. Since Fuller is the primary reference, the addition of Stanek to Fuller must improve the teachings of Fuller and not vice versa. Second, the combination would not provide Stanek's method with a larger selection of computer programs since Stanek does not teach embedding advertisements, contents or anything else in any computer programs. Stanek simply pushes subscribed contents to the user. In addition, Stanek does not suggest the desirability of a streaming display of pricing information. Stanek simply states that some contents are provided as a ticker (page 2, ¶ 2-3), and does not hint or suggest the desirability to display "a stream of dynamic pricing information" as recited in claim 1. Further, simply stating that Stanek teaches distributing financial information is not enough to validate the desirability of a streaming display of pricing information.

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As stated above, Fuller and Stanek are not analogous art, and thus there is no reasonable expectation of success when combining Fuller and Stanek. First, content pushing as taught by Stanek is not implemented by including the content in the software package. Neither Fuller nor Stanek teaches the method of including content in software packages. There is no desirability to do so since only those users of specific software packages would receive the pushed content. In addition, even if it were possible, it would defeat the purpose of "pushing" content if the users had to open unrelated software packages in order to receive the content. Further, pushing content would not secure equitable cost of the software package, as taught by Fuller, since the subscription cost of the content is collected by the content provider, and thus the software authors and distributors would not receive any compensation for the cost of the software package. Therefore, Fuller and Stanek teach away from each other's claimed subject matters and thus away from being combined.

For at least these reasons, claim 1 is patentable over the combination of Fuller and Stanek.

Claims 2-22

Claim 2-22 ultimately depends from claim 1, and thus is patentable over the combination of Fuller and Stanek for at least the same reasons as stated above with respect to claim 1.

In addition, Fuller and Stanek, in the suggested combination, does not teach each and every limitation of claims 2-22. For example, Fuller and Stanek, in the suggested combination, do not teach "wherein the modular computer program comprises a Java-based applet" as recited in claim 2. No factual evidence can be found anywhere in neither Fuller nor Stanek to suggest such teachings.

For at least this additional reason, claims 2-22 are patentable over the combination of Fuller and Stanek.

Claims 27-43

Claims 27-43 are directed to similar limitations as claims 1-5 and 11-22 respectively, and thus are patentable over the combination of Fuller and Stanek for at least the same reasons as stated above with respect to claims 1-5 and 11-22.

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Claims 48-49

Claims 48-49 are directed to similar limitations as claim 1 above, and thus are patentable over the combination of Fuller and Stanek for at least the same reasons as stated above with respect to claim 1 above.

Claims 50-66

Claims 50-66 ultimately depend from claim 49, and thus are patentable over the combination of Fuller and Stanek for at least the same reasons as stated above with respect to claim 49 above. In addition, claims 50-66 are directed to similar limitations as claims 2-5 and 11-22 respectively, and thus are patentable over the combination of Fuller and Stanek for at least the same reasons as stated above with respect to claims 2-5 and 11-22.

Claims 23-26 and 44-47

Claims 23-26 and 44-47 are rejected under 35 U.S.C. 103(a) as allegedly being unpatentable over Fuller in view of Stanek and Navigator.

Claims 23-26 ultimately depend from claim 1, and thus are patentable over the combination of Fuller and Stanek for at least the same reasons as stated above with respect to claim 1. In addition, claims 23-26 are patentable over Fuller, Stanek and Navigator because the references fails to teach each and every limitation of claims 23-26.

The examiner correctly identifies Fuller and Stanek as failing to teach "a plurality of instances of the computer program that are the same as, or different, from one another" (Office Action, page 6, lines 15-17). The office action then relies upon Navigator to allegedly teach the missing limitation. Applicant respectfully traverses.

First, the office action has already established an allegation that the computer program being distributed over the Internet, as taught by Fuller, specifically is the modular computer program recited in the claim (see Office Action with respect to claim 1). Now, the office action alleges that multiple windows as taught by Navigator (§ 4) specifically represent a plurality of instances of modular computer program. Navigator is a Web browser, which enables a user to navigate specific Web sites. Multiple browser windows can not navigate the computer program of Fuller, which is a software package. Thus, for at least this reason, the combination of Fuller, Stanek, and Navigator fails to teach each and every limitation of claims 23-26.

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In addition, Fuller, Stanek, and Navigator are not analogous art, and there is no suggestion in Navigator for a desirability to combine the three references. The office action alleges that "it would have been obvious to modify Fuller and Stanek to include Navigator 4.0's teaching of operating multiple information windows simultaneously...enable users to access a greater range of financial information without having to transition between program windows...Navigator 4.0 suggests its combination with Fuller and Stanek in that Navigator 4.0 is compatible with "groupware" programs like those taught by Fuller and Stanek." However, as previously stated with respect to claim 1, Fuller teaches distributing software packages embedded with advertisements for securing equitable cost of the software packages. These software packages are not groupware. Thus, the advantage of operating multiple information windows simultaneously is moot since Navigator is unable to navigate the software packages of Fuller. In addition, a careful read of the Navigator reference reveals that Navigator "will focus on enabling technologies for intranet groupware" (2nd full ¶). Enabling technologies for intranet groupware does not provide any information regarding compatibility of Navigator with the intranet groupware. In addition, intranet groupware is confined to the intranet and is not accessible to users outside of the intranet, which teaches away from Fuller's teaching of distributing the modular computer program. Further, an intranet groupware typically is implemented to help workgroups attached to a local-area network organize their activities. Thus, it would be non-obvious and counter productive to provide advertisements embedded in the intranet groupware as a requirement for using the intranet groupware. In fact, there is no need to distribute intranet groupware since intranet groupware allows access to multiple users through the local-area network.

Furthermore, there is no reasonable expectation for success when combining Fuller, Stanek, and Navigator. Embedding advertisements in the intranet groupware would hinder the use of the intranet groupware by the workgroups, and thus would teach away from the purpose of helping the workgroups. In addition, pushing content using the intranet groupware would likewise hinder the productivity of the workgroups. Also, intranet groupware does not need to be distributed, which teaches away from the claimed subject matter of Fuller. Since, there's nothing to be distributed, the embedded advertisements are not required to secure equitable cost of the software package.

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For at least these additional reasons, claims 23-26 are patentable over the combination of Fuller, Stanek, and Navigator.

Claims 44-47 are directed to similar limitations as claims 23-26, and thus are patentable over Fuller, Stanek, and Navigator for at least the same reasons as stated above with respect to claims 23-26.

Conclusion

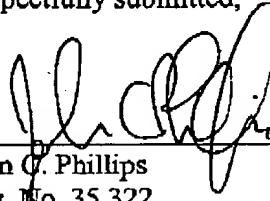
It is believed that all of the pending claims have been addressed in this response. However, failure to address specific rejections, issue, or comment, does not signify agreement with or concession of that rejection, issue or comment. In addition, because the arguments made above are not intended to be exhaustive, there may be reasons for patentability of any or all pending claims (or other claims) that have not been expressed. Finally, nothing in this response should be construed as an intent to concede any issue with regard to any claim, except as specifically stated in this paper, and the amendment of any claim does not necessarily signify concession of unpatentability of the claim prior to its amendment.

Claims 1-66 are in the condition for allowance, and a notice to that effect is respectfully solicited. If the examiner has any questions regarding this response, the examiner is invited to telephone the undersigned at (858) 678-5070

Please apply any charges or credits to deposit account 06-1050.

Respectfully submitted,

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